


# **EXHIBIT 10**

PRINT


Cornell University

## Flexible Work Arrangement - Agreement Form

Effective Date: 5/1/2017 Review of Agreement Date: 10/30/2017  
 Employee Name: Dennis Ryan Employee ID: 1291871  
 Phone: 5-6131 Email Address: DL1835@cornell.edu  
 Department Name: Business Analytics Job Title: Data Analyst II  
 Department Address: 133 Stat. Bldg.

☐ Non-exempt Academic Staff    ☒ Non-exempt Administrative Staff  
☐ Exempt Academic Staff        ☐ Exempt Administrative Staff

### Labor Group (if applicable):

☐ BTC   ☐ CWA   ☐ CPU   ☐ IUOE   ☐ UAW   ☐ SPFFA   ☐ IUOE   ☐ UAW

### Arrangement (check all that apply):

- ☐ Change to standard start/end time  
☐ Compressed work schedule (e.g. four 10hr. days per week)  
☒ Remote Work (complete pages 2-3)  
☐ Job Share (complete page 4)

### Instructions

1. Details of arrangement may be attached to this document.
2. The employee and the supervisor should each retain a copy of this agreement and details attached.
3. The supervisor must file this agreement with the employee's Human Resources Representative.
4. The supervisor must schedule an agreement review with the employee to evaluate effectiveness of agreement and make modifications where necessary.

	Standard Work Hours	Non-Standard Hours	Work Remotely	Job Share with (name)
Sunday	<u>As needed</u>		<input checked="" type="checkbox"/>	
Monday	<u>"</u>		<input checked="" type="checkbox"/>	
Tuesday	<u>"</u>		<input checked="" type="checkbox"/>	
Wednesday	<u>"</u>		<input checked="" type="checkbox"/>	
Thursday	<u>"</u>		<input checked="" type="checkbox"/>	
Friday	<u>"</u>		<input checked="" type="checkbox"/>	
Saturday			<input checked="" type="checkbox"/>	

I have read and understand the above/attached arrangement. I understand that my failure to adhere to the expectations set by my supervisor may have an adverse effect on my employment and may result in disciplinary action, including, but not limited to the immediate withdrawal of the opportunity to benefit from a flexible work arrangement. If this agreement is being made or modified as part of a formal ADA accommodation, the employee and the supervisor will consult with Medical Leaves Administration in the creation or any modifications of this form.

Dennis Ryan  
 Employee Name (printed)  
Dennis Ryan  
 Employee Name (signed)  
5/1/17  
 Date

Jamie Lindsay  
 Supervisor Name (printed)  
[Signature]  
 Supervisor Name (signed)  
5/1/17  
 Date

Ex4

## Appendix A. Remote Work

Location of remote work arrangement (address): 1304 Sidney Rd, Cortland (MAY-JUNE)  
621 State St, Cortland (JULY-DEC)

This location is: ☒ employee's residence ☐ off-site location established by Cornell University

### Terms of Agreement:

The duties, responsibilities, and conditions of employment remain unchanged. The staff member must comply with all university policies and procedures while working off-site. Salary and benefits remain unchanged and Workers Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers Compensation law. The staff member must report any such work-related injuries to his or her supervisor immediately. Cornell is not responsible for injuries or property damage unrelated to such work activities that might occur in the remote work setting.

Overtime compensation (for non-exempt staff) and vacation and health and personal leave will continue to be based on hours paid during the remote work arrangement as per existing procedural language. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by the staff's supervisor. According to the terms of this Agreement, the off-site work schedule is detailed in this agreement. For non-exempt staff, this specification must be in accordance with FLSA guidelines and should include meal breaks. If the staff member needs to change his or her schedule, he or she agrees to obtain advance written approval from the supervisor.

The staff member's use of equipment, software, and all other resources provided by Cornell is limited to the purposes of remote work and is not intended for the staff's personal use. In accordance with University Policy 3.24, Mobile Communications Devices, the university does not provide home internet service or phone service (unless approval from the Dean or Vice President is provided for cell phones). The decision to remove or discontinue use of the resources listed in this agreement shall rest entirely with Cornell. In the event that the staff member ceases employment with Cornell, or the remote work arrangement is discontinued for any reason, the staff member must agree to return all Cornell property within 48 hours.

If applicable, the department/unit will provide or arrange for maintenance of the equipment provided to the staff member through remote work, and may provide for insurance coverage as per the university's all-risk policy. However, the staff member is responsible for the cost of any repairs caused by the misuse or abuse of the equipment, or by the staff's own negligence. Cornell reserves the right to exchange or retrieve university-owned property with reasonable advance notice.

Cornell will not reimburse the staff member for the cost of off-site related expenses such as heat, water, electricity, and any insurance coverage not provided by the university. Personal tax implications related to the off-site work space shall be the staff's responsibility. For guidelines on remote work conducted outside of New York State, see:  
[https://www.hr.cornell.edu/life/support/outside\\_nys.pdf](https://www.hr.cornell.edu/life/support/outside_nys.pdf)

The staff member has responsibility for maintaining the security and confidentiality of university files, data and other information that are in the off-site work place. See:  
[http://www.it.cornell.edu/services/guides/data\\_discovery/confidential\\_data.cfm](http://www.it.cornell.edu/services/guides/data_discovery/confidential_data.cfm)

Remote work is not to be regarded as a substitute for ongoing child care or adult care. If applicable, the staff member will attach a general description of caregiving arrangements that will be in effect during the remote work hours. If the staff member needs to modify these arrangements, they will inform the supervisor and obtain the necessary approvals to continue the remote work arrangement.

1. Cornell will provide the following equipment, software, communications resources, and/or other supplies (provide as much detail as possible, including serial or registration numbers, if applicable).

Hardware (e.g., computer, webcam, etc.):

laptop  
clothing  
monitor

Software:

Communications Resources (e.g., phone forwarding service):

Note: Internet service is not provided by Cornell. Cell phone service requires Dean or Vice President approval for university owned cell phones.

Other (e.g., office supplies):

Additional comments/notes:

Work from home as needed.

2. The staff member is expected to make regular visits to the on-site workplace to review work and progress with supervisors, and to meet with co-workers and customers on the following basis:

I have read and understand the above expectations relating to the remote work arrangement. I understand that my failure to adhere to the expectations may have an adverse effect on my employment and may result in disciplinary action, including, but not limited to the immediate withdrawal of the opportunity to benefit from a remote work arrangement.

Denise Ryan  
Employee Name (printed)

Denise Ryan  
Employee Name (signed)

5/16/17  
Date

Therese Landry  
Supervisor Name (printed)

Therese Landry  
Supervisor Name (signed)

5/17/17  
Date

Begin Date: 5/1/2017

Review Date: 12/30/2017